

# General Terms and Conditions of XS2Event B.V.

Version 1.3  
Date 2 March 2023

**XS2Event B.V.** (“XS2Event”, “we”, “us”, “our”) is located at Hereweg 95c, 9721 AA Groningen, The Netherlands, and registered with the Dutch Chamber of Commerce under number 76269078. These company details can also be found at our website: [www.xs2event.com](http://www.xs2event.com).

XS2Event provides a platform that enables you, the Customer, to directly purchase Tickets to sporting events. XS2Event purchases Tickets to Events based upon your (online) order and subsequently sells these Tickets to you. Our General Terms and Conditions, as set out below, always apply if you place an order for Tickets through our Website or use any other of our Services. The General Terms and Conditions contain important information for you as a Customer. You should therefore read them carefully.

The services of XS2Event, to which these General Terms and Conditions apply, include:

- displaying and listing (information regarding) Events as submitted by the organizer, promoter, Supplier, producer, presenter or manager of the Event;
- providing Tickets and related Services to Customers.

## Artikel 1. DEFINITIONS

- 1.1 **Agreement:** the agreement between the Parties (including but not limited to any and all Orders for Tickets), on the basis of which XS2Event provides its Products and Services to the Customer, and of which these General Terms and Conditions form an integral part.
- 1.2 **Confidential Information:** non-public information related to a Party, and information that a Party has designated confidential or that should be treated as confidential due to the nature of the information or the circumstances under which the disclosure takes place.
- 1.3 **Customer:** the legal person or natural person who is acting in the exercise of a profession or business, and who enters into an Agreement with XS2Event and/or has registered on the Website.
- 1.4 **Employee:** the person who is employed by one of the Parties or who performs work for the relevant Party on an assignment basis.
- 1.5 **Event(s):** The event(s) listed on the Website.
- 1.6 **Fee(s):** the purchase price charged by XS2Event to the Customer for the Ticket(s), including a service charge per Ticket and all other fees or charges for any other Products and/or Services.
- 1.7 **General Terms and Conditions:** The present General Terms and Conditions.
- 1.8 **Intellectual Property Rights** any and all intellectual property rights existing anywhere in the world including, but not limited to, copyrights (including copyrights to software), database rights, domain names, trade name rights, trademark rights, design rights and related rights, patent rights and (rights to) know-how and trade secrets.
- 1.9 **Order:** an order placed by or on behalf of the Customer for Tickets and/or related Services through the Website or by any other (electronic) means.
- 1.10 **Party/Parties:** XS2Event and the Customer, jointly or separately.
- 1.11 **Product(s):** all products as described in the Agreement.

- 1.12 **Service(s):** all services provided by XS2Event as described in the Agreement, including but not limited to ticket services.
- 1.13 **Supplier:** Supplier of Ticket(s, subsequently purchased by XS2Event from the Supplier and offered by XS2Event to Customers on the Website.
- 1.14 **Ticket(s):** a right of access to attend a specific Event, which may be subject to additional conditions and/or restrictions.
- 1.15 **Website:** the website of XS2Event, which can be visited at [www.xs2event.com](http://www.xs2event.com), and all associated subdomains.

## **Artikel 2.        APPLICABILITY AND INTERPRETATION**

- 2.1 The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, establishment or implementation of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Customer and XS2Event if the Customer has accepted their validity in previous Agreements with XS2Event.
- 2.2 The applicability of any purchase conditions or other conditions of the Customer is expressly excluded.
- 2.3 Provisions or conditions set by the Customer that deviate from, or do not appear in, the General Terms and Conditions are only applicable to the Agreement insofar as the Parties explicitly agree on this in writing.
- 2.4 In the event that specific product, promotional or service terms and conditions of the Supplier apply to the Tickets and/or related Services, those terms and conditions shall apply in addition to these General Terms and Conditions.

## **Artikel 3.        ESTABLISHMENT OF THE AGREEMENT**

- 3.1 The Agreement is concluded at the moment of acceptance of Customer's Order by XS2Event and (if applicable), the fulfillment of any associated conditions set by XS2Event and/or the Supplier.
- 3.2 If the Customer has placed its Order electronically, XS2Event shall immediately confirm receipt of the acceptance of the Order electronically.
- 3.3 If it is determined that incorrect information was provided by the Customer when placing an Order or otherwise entering into the Agreement with XS2Event, XS2Event has the right - at its sole discretion - to either cancel the Agreement or only fulfill its obligations after it has received the correct information.
- 3.4 To the extent allowed under applicable laws and regulations, XS2Event is entitled to obtain information about whether the Customer can fulfill their payment obligations, but also about all facts and factors that are important for the conclusion of the Agreement. If, based on this investigation, XS2Event has good reasons not to enter into the Agreement, it is entitled to refuse an Order or request, while providing a statement of its reasons for doing so, or to attach special conditions, such as prepayment, to the conclusion and/or implementation of the Agreement.

## **Artikel 4.        REGISTRATION**

- 4.1 To make optimal use of the Website, the Customer can register via the registration form or by using the account registration option on the Website.

- 4.2 During the registration procedure, the Customer must choose a user name and password with which they can log in to the Website after registration. The Customer is responsible for choosing a sufficiently reliable password.
- 4.3 The Customer must keep their login details, user name and password strictly confidential. XS2Event is not liable for misuse of the login data and may always assume that a party who logs in to the Website by means of Customer's login details is truly the Customer authorized to do so. Everything that occurs through the use of the account of the Customer falls under the responsibility and risk of the Customer.
- 4.4 If the Customer knows or suspects that their login data has fallen into the hands of unauthorized persons, the Customer must change their password as soon as possible and inform XS2Event of the situation, so that XS2Event can take appropriate measures.

#### **Artikel 5. TICKETS TO EVENTS**

- 5.1 As soon as the Order has been received by XS2Event and the Customer has paid the invoice amount, XS2Event shall provide the Customer with information on the Ticket delivery as soon as possible.
- 5.2 If an electronic delivery of Tickets is available, the Customer can print the Tickets after the Order has been processed. These Tickets contain a unique barcode that corresponds to the Customer's Order, which must be brought to the Event and can be scanned at the entrance to the Event.
- 5.3 If a physical Ticket is required, these Tickets shall be sent to the Customer or collected by the Customer at a pickup point.
- 5.4 XS2Event is entitled to engage third parties to assist in the fulfillment of the obligations arising from the Agreement. The General Terms and Conditions also apply to the work that third parties perform within the framework of the Agreement. These third parties are not authorized to represent XS2Event.
- 5.5 The Website contains information regarding the means of delivery of the Tickets, as well as the delivery period. If no delivery period has been agreed or stated on the Website, the Tickets shall be delivered to the Customer 24 hours prior to the Event. This delivery period may vary in case of last minute Orders.
- 5.6 If the Tickets cannot be delivered within the agreed period, XS2Event shall inform the Customer of this fact.
- 5.7 The Customer must inspect the Tickets upon delivery and report any defects that have been discovered in writing to XS2Event as soon as possible, but no later than 24 hours.
- 5.8 As soon as the relevant Tickets have been delivered to the agreed delivery address or have been collected from a pickup point, the risk with regard to these Tickets shall transfer to the Customer.
- 5.9 Customer acknowledges and will inform its end-customers that the scheduled date and time for an Event may be changed by an Event organizer and that such a change does not affect the validity of the Ticket nor qualifies as a defect or non-conformity.

#### **Artikel 6. DURATION AND TERMINATION OF THE AGREEMENT**

- 6.1 The duration of the Agreement is set out in the Agreement. If no duration is specified, the Agreement is entered into for the duration that is necessary for the delivery of the Tickets and/or the provision of the Services.
- 6.2 Without prejudice to any other suspension or termination rights available to XS2Event under the Agreement and/or applicable law, XS2Event may suspend or terminate the Agreement at any time if:

- i) The Customer has been declared bankrupt or has filed for bankruptcy;
  - ii) The Customer has filed for or has been granted a suspension of payment.
- 6.3 Obligations that, by their nature, are intended to continue even after the end of the Agreement shall remain in full force after the end of the Agreement and apply to the Customer and their legal successors.

**Artikel 7. PRICE AND PAYMENT**

- 7.1 XS2Event determines the Fee(s), including the purchase price of Tickets and the service charge per Ticket, at its sole discretion.
- 7.2 The Customer is obligated to pay XS2Event the Fee(s) as stated in the Agreement. The Customer acknowledges and agrees that upon placing an Order, the Customer has entered into and is bound to an irrevocable contractual obligation to purchase the Tickets and pay the corresponding Fee(s), which obligation cannot be changed or canceled .
- 7.3 All Fees stated by XS2Event include the locally applicable sales tax and other levies imposed by the government, unless stated otherwise.
- 7.4 Unless agreed otherwise in writing, a payment term of seven (7) days applies to each invoice. If a different payment term is stated on the invoice, this payment term shall apply.
- 7.5 Tickets shall only be delivered after the Customer has paid the full invoice amount. The Customer bears the risk of expiration of Tickets due to any late payment and is solely responsible and liable for any damages as a result of such expiration. If the Customer fails to pay the full invoice amount for an Order within fourteen (14) days after expiration of the payment term, XS2Event is also – in its sole discretion – entitled to cancel the Order.
- 7.6 If a Fee is based on data provided by the Customer and this data turns out to be incorrect, XS2Event has the right to adjust the Fee accordingly, even after the Agreement has already been concluded.
- 7.7 In addition to the Fee amount owed and the statutory interest on this amount, the Customer is obliged to fully reimburse both extrajudicial and judicial collection costs in the event of late payment, including the costs for lawyers, legal experts, bailiffs and collection agencies and court fees.
- 7.8 The Fees paid for the purchased Tickets shall not be refunded to the Customer, except on the basis of Article 9 ('canceled events'). There are also no refunds for lost, expired, destroyed or damaged Tickets, nor shall there be refunds under any other circumstances.
- 7.9 In the event that XS2Event experiences a chargeback or any other financial loss due to invalid financial or payment account information provided by the Customer, or due to any other act or omission by the Customer, XS2Event has the right to recover its reasonable costs of collection from the Customer, in addition to the amounts otherwise due.
- 7.10 The content of the Website has been compiled with the greatest care. However, XS2Event cannot guarantee that all information on the Website is accurate and complete at all times. All prices and other information on the Website and in other materials originating from XS2Event may therefore be subject to obvious programming and typing errors.

**Artikel 8. TICKET LIMIT**

- 8.1 XS2Event has the right to limit the Customer in their purchase of the Tickets, partly in order to discourage unfair commercial practices. XS2Event can limit the number of Tickets that a Customer can purchase for each Event.

- 8.2 If the Customer does not adhere to the predetermined maximum number of Tickets and engages in practices that XS2Event, at its sole discretion, considers unfair, XS2Event has the right to close the Customer's account and cancel the Customer's Ticket purchases without prior notice.

**Artikel 9. CANCELED EVENTS**

- 9.1 If an Event is canceled by a Supplier due to weather or other unforeseen circumstances, a cancellation notice will be posted on the Website.
- 9.2 XS2Event shall use commercially reasonable efforts to inform the Customer of the cancellation as soon as possible if the Customer has purchased Tickets for a canceled Event.
- 9.3 If the Customer has already paid for these Tickets, the Tickets shall only be refunded by XS2Event if and to the extent that XS2Event is granted a refund by the Supplier of the Event concerned. If a refund is authorized for a Ticket, the service charge will be deducted from the refund amount and will never be refunded to the Customer.
- 9.4 The Customer is responsible for providing up-to-date information on where the Customer can be reached in the event of a cancellation.
- 9.5 The Supplier is not responsible or liable for refunding any party or parties other than the Customer (as identified in the records of XS2Event), regardless of whether or not the Tickets have been sold and/or transferred to a third party/third parties.

**Artikel 10. CUSTOMER OBLIGATIONS**

- 10.1 The Customer shall ensure that all (technical) information, decisions and data that it considers necessary for the implementation of the Agreement are provided to XS2Event in a timely manner. The Customer is responsible for the accuracy and completeness of this information. This also includes, but is not limited to, complying with any permit applications and other legal requirements.
- 10.2 The Customer acknowledges and will inform its customers that one Ticket is required per each individual person. If several parties try to enter the Event with the same Ticket, only the first person shall be admitted to the Event.
- 10.3 Customer is not allowed to and may not facilitate any third parties to:
- i) probe, scan, or test the vulnerability of any system or network of or relating to the Website or breach or circumvent any security or authentication measures taken by or on behalf of XS2Event;
  - ii) access or search the Website by any means other than XS2Event's authorized supported interfaces, for example, by 'scraping' the Website;
  - iii) attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using 'bots' or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time).

**Artikel 11. EVENT RESTRICTIONS**

- 11.1 The Customer acknowledges and will inform its customers that:
- i) The (Suppliers of the) Events reserve the right, without refunding any amount paid, to refuse access to or to expel any person whose conduct is considered disorderly, or whose conduct is not in accordance with the rules and guidelines of the Event.
  - ii) The belongings of any person who enters the Event can be searched.

- iii) In the event of a violation of the terms and conditions or the house rules of the Event, the right to access to the Event may be terminated without reimbursement.
- iv) A Ticket cannot be exchanged for cash.

**Artikel 12. GUARANTEE**

- 12.1 XS2Event is solely a reseller for the Tickets and related Services for Events and offers no guarantees regarding the house rules and conditions of the Event. Customer acknowledges and agrees that XS2Event does not in any way exercise control or authority over the Suppliers, the Events, the (availability of) Tickets, seats, individual refunds or other companies selling tickets for the Events.
- 12.2 When purchasing a Ticket, the Customer assumes all risks, losses and liability arising from or related to the Event for which a Ticket has been issued, or for, during and/or after an Event, insofar as the house rules and conditions of the Event do not stipulate otherwise.

**Artikel 13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The Intellectual Property Rights related to the Website and the Services, including all images, drawings, (technical) descriptions and advice that XS2Event provides to the Customer, exclusively belong to XS2Event.
- 13.2 The Customer shall not perform any acts that could infringe on the Intellectual Property Rights of XS2Event and/or its licensors, including, but not limited to, making all or part of the content referred to in the previous paragraph public without XS2Event's written consent.

**Artikel 14. CONFIDENTIALITY**

- 14.1 The Parties shall treat all information provided by the other Party before, during or after the term of the Agreement confidential when this information can reasonably be regarded as confidential or is explicitly marked as confidential by the disclosing Party. The Parties shall also impose this obligation on their Employees and on third parties engaged by them for the purpose of implementing the Agreement.
- 14.2 The confidentiality obligation shall remain in force after the termination of the Agreement for whatever reason, and for as long as the disclosing Party can reasonably claim the confidential nature of the information.

**Artikel 15. LIABILITY**

- 15.1 The liability limitations of this Agreement are applicable, unless and insofar as the damage is the result of intent or willful recklessness on the part of XS2Event.
- 15.2 XS2Event shall use commercially reasonable efforts to implement the Agreement professionally and with due care. XS2Event has no influence on the (final use of the) delivered Products and/or Services, in particular the (Tickets to) Events.
- 15.3 The implementation of the Agreement relieves XS2Event of all liability for defects that the Customer had already discovered or should reasonably have discovered at the time of delivery.
- 15.4 The total liability of XS2Event for direct damage suffered by the Customer as a result of an attributable shortcoming in the fulfillment of this Agreement, or due to an unlawful act of XS2Event, its Employees or third parties engaged by XS2Event, is limited per event or

a series of related events to an amount equal to the Fee(s) stipulated in the Agreement (including VAT), with a maximum of € 1,000.00.

- 15.5 Direct damage is exclusively understood to mean: the reasonable costs to determine the cause and the extent of the damage, any reasonable costs incurred to make the inadequate performance of XS2Event conform to the Agreement and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have limited direct damage.
- 15.6 The liability of XS2Event vis-à-vis the Customer for indirect damage, consequential damage, damage due to lost turnover or profits, delay damage, damage due to loss of data, damage due to exceeding deadlines as a result of changed circumstances or any failure to perform by XS2Event's Suppliers, damage due to the Customer providing insufficient cooperation, information or materials, and damage due to information or advice provided by XS2Event, the content of which is not explicitly part of the Agreement, is excluded.
- 15.7 A condition for any right to compensation is always that the Customer reports the damage in writing to XS2Event within a reasonable period of time, but in any case no later than two (2) months after the damage occurs.
- 15.8 The liability of XS2Event with regard to attributable shortcomings in the implementation of the Agreement only applies if the Customer gives XS2Event a proper written notice of default without delay, stating a reasonable period for the rectification of the shortcoming, and XS2Event continues to imputably fall short of fulfilling its obligations after this period has elapsed. The notice of default must contain as detailed a description as possible of the shortcoming, so that XS2Event is able to respond adequately.
- 15.9 The Customer indemnifies XS2Event against all claims from third parties (including customers of the Customer) with regard to compensation for damage, costs or interest in connection with this Agreement and/or the Products or Services.
- 15.10 XS2Event cannot be bound by the fulfillment of any obligation under the Agreement if XS2Event is prevented from fulfilling its obligations as a result of force majeure. XS2Event is not liable for any damage that is the result of force majeure.
- 15.11 Force majeure includes, but is not limited to: disruptions of public infrastructure, defectiveness of goods, equipment or software or other source material of which the use has been prescribed by the Customer, the unavailability of Employees, government measures, pandemics, general transport problems, strikes, wars, terrorist attacks and domestic riots.
- 15.12 If a force majeure situation lasts longer than 90 days, Parties have the right to terminate the Agreement in writing. What has already been performed under the Agreement shall in that case be settled proportionally, without the Parties remaining indebted to each other for the rest.

#### **Artikel 16. CHANGES TO THE GENERAL TERMS AND CONDITIONS**

- 16.1 XS2Event reserves the right to change or supplement these General Terms and Conditions. Changes also apply to Agreements already concluded with due observance of a period of 30 days after the change is announced.
- 16.2 Changes are announced via the Website, by email to the Customer, or via another channel whereby XS2Event can prove that the announcement has been sent to the Customer. Non-substantive changes of minor importance can be implemented at any time and do not require any notification.

**Artikel 17. FINAL PROVISIONS**

- 17.1 The Agreement (including these General Terms and Conditions) is governed by Dutch law.
- 17.2 Unless otherwise stipulated by mandatory law, any disputes that may arise from the Agreement shall be referred to the competent Dutch court in the district where XS2Event is located.
- 17.3 In these General Terms and Conditions, 'written' also means communication by email, provided that the identity of the sender is sufficiently established.
- 17.4 If a provision in the Agreement or General Terms and Conditions is determined to be invalid, the validity of the entire Agreement or General Terms and Conditions shall not be affected. In that case, the Parties shall replace the invalid provisions with new provisions, whereby the intention of the original provision shall be preserved as much as legally possible.
- 17.5 XS2Event is entitled to transfer its rights and obligations arising from the Agreement to a third party taking over XS2Event or the business activities of XS2Event.